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FILED IN THE  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

NOV 22 2022

SEAN F. MCVOY, CLERK  
R.F. DEPUTY  
SPOKANE, WASHINGTON

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,

Plaintiff,

v.

STEPHEN LAWRENCE MURPHY,

Defendant.

Case No.: 2:22-CR-84-TOR-1

Plea Agreement

Plaintiff United States of America, by and through Vanessa R. Waldref, United States Attorney the Eastern District of Washington, and Tyler H.L. Tornabene, and Dan Fruchter, Assistant United States Attorneys for the Eastern District of Washington, and Defendant Stephen Lawrence Murphy (“Defendant”), both individually and by and through Defendant’s counsel, Robert M. Seines, agree to the following Plea Agreement.

1. Guilty Plea and Maximum Statutory Penalties

Defendant agrees to enter a plea of guilty to Count 8 of the Indictment filed on July 19, 2022, which charges Defendant with False, Fictitious, or Fraudulent Claims, in violation of 18 U.S.C. § 287, a Class D felony.

Defendant understands that the following potential penalties apply:

- 28      a. a term of imprisonment of not more than 5 years;

- b. a term of supervised release of up to 3 years;
- c. a fine of up to \$250,000;
- d. restitution; and
- e. a \$100 special penalty assessment.

## 2. Supervised Release

Defendant understands that if Defendant violates any condition of Defendant's supervised release, the Court may revoke Defendant's term of supervised release, and require Defendant to serve in prison all or part of the term of supervised release authorized by statute for the offense that resulted in such term of supervised release without credit for time previously served on postrelease supervision up to 2 years in prison.

Accordingly, Defendant understands that if Defendant commits one or more violations of supervised release, Defendant could serve a total term of incarceration greater than the maximum sentence authorized by statute for Defendant's offense or offenses of conviction.

3. The Court is Not a Party to this Plea Agreement

The Court is not a party to this Plea Agreement and may accept or reject it. Defendant acknowledges that no promises of any type have been made to Defendant with respect to the sentence the Court will impose in this matter.

Defendant understands the following:

- a. sentencing is a matter solely within the discretion of the Court;
- b. the Court is under no obligation to accept any recommendations made by the United States or Defendant;
- c. the Court will obtain an independent report and sentencing recommendation from the United States Probation Office;
- d. the Court may exercise its discretion to impose any sentence it deems appropriate, up to the statutory maximum penalties;

- 1 e. the Court is required to consider the applicable range set forth
- 2 in the United States Sentencing Guidelines, but may depart
- 3 upward or downward under certain circumstances; and
- 4 f. the Court may reject recommendations made by the United
- 5 States or Defendant, and that will not be a basis for Defendant
- 6 to withdraw from this Plea Agreement or Defendant's guilty
- 7 plea.

8 4. Potential Immigration Consequences of Guilty Plea

9 If Defendant is not a citizen of the United States, Defendant understands the  
10 following:

- 11 a. pleading guilty in this case may have immigration
- 12 consequences;
- 13 b. a broad range of federal crimes may result in Defendant's
- 14 removal from the United States, including the offense to which
- 15 Defendant is pleading guilty;
- 16 c. removal from the United States and other immigration
- 17 consequences are the subject of separate proceedings; and
- 18 d. no one, including Defendant's attorney or the Court, can predict
- 19 with absolute certainty the effect of a federal conviction on
- 20 Defendant's immigration status.

21 Defendant affirms that Defendant is knowingly, intelligently, and voluntarily  
22 pleading guilty as set forth in this Plea Agreement, regardless of any immigration  
23 consequences that Defendant's guilty plea may entail.

24 5. Waiver of Constitutional Rights

25 Defendant understands that by entering this guilty plea, Defendant is  
26 knowingly and voluntarily waiving certain constitutional rights, including the  
27 following:

- 28 a. the right to a jury trial;

- b. the right to see, hear and question the witnesses;
- c. the right to remain silent at trial;
- d. the right to testify at trial; and
- e. the right to compel witnesses to testify.

While Defendant is waiving certain constitutional rights, Defendant understands that Defendant retains the right to be assisted by an attorney through the sentencing proceedings in this case and any direct appeal of Defendant's conviction and sentence, and that an attorney will be appointed at no cost if Defendant cannot afford to hire an attorney.

Defendant understands and agrees that any defense motions currently pending before the Court are mooted by this Plea Agreement, and Defendant expressly waives Defendant's right to bring any additional pretrial motions.

## 6. Elements of the Offense

The United States and Defendant agree that in order to convict Defendant of False, Fictitious, or Fraudulent Claims, in violation of 18 U.S.C. § 287, the United States would have to prove the following beyond a reasonable doubt.

- a. *First*, in the Eastern District of Washington and elsewhere, Defendant knowingly presented a false claim to the U.S. Small Business Administration (SBA), an agency of the United States;
- b. *Second*, Defendant knew that the claim was false or fraudulent at the time it was made; and
- c. *Third*, the false or fraudulent claim was material to the SBA; that is, it had the tendency to influence, or was capable of influencing, the SBA to part with money or property.

## 7. Factual Basis and Statement of Facts

The United States and Defendant stipulate and agree to the following: the facts set forth below are accurate; the United States could prove these facts beyond

1 a reasonable doubt at trial; and these facts constitute an adequate factual basis for  
2 Defendant's guilty plea.

3 The United States and Defendant agree that this statement of facts does not  
4 preclude either party from presenting and arguing, for sentencing purposes,  
5 additional facts that are relevant to the Sentencing Guidelines computation or  
6 sentencing, unless otherwise prohibited in this Plea Agreement.

7 The Coronavirus Aid, Relief, and Economic Security Act ("CARES" Act)  
8 was a federal law enacted on March 27, 2020, designed to provide emergency  
9 financial assistance to the millions of Americans who were suffering the economic  
10 effects caused by the COVID-19 pandemic. One source of relief provided by the  
11 CARES Act was the authorization of forgivable loans to small businesses for job  
12 retention and other certain expenses, through a program referred to as the Paycheck  
13 Protection Program ("PPP").

14 In order to obtain a PPP loan, a qualifying business was required to submit a  
15 PPP loan application signed by an authorized representative of the business. The  
16 PPP loan application required the business (through its authorized representative)  
17 to acknowledge the program rules and make certain affirmative certifications in  
18 order to be eligible to obtain the PPP loan. In the PPP loan application, the  
19 applicant (through its authorized representative) was required to state, among other  
20 things: (a) its average monthly payroll expenses; and (b) its number of employees.  
21 If the applicant had no employees other than the owner, the applicant was required  
22 to provide the gross income amount from a 2019 or 2020 IRS Form 1040,  
23 Schedule C. These figures were used to calculate the amount of money the small  
24 business was eligible to receive under the PPP. Additionally, the applicant was  
25 required to certify that they were in operation as of February 15, 2020. The  
26 applicant was also required to certify that the information in the application was  
27 true and correct to the best of the applicant's knowledge.

1       A business's PPP loan application was received and processed, in the first  
2 instance, by a participating lender. If a PPP loan application was approved, the  
3 participating lender funded the PPP loan using its own monies. Data from the  
4 application, including information about the borrower, the total amount of the loan,  
5 the listed number of employees, and the gross income amount, was transmitted by  
6 the lender to the Small Business Administration ("SBA"), an agency of the United  
7 States, in the course of processing the loan.

8       Beginning no later than on or about March 20, 2021, and continuing through  
9 at least September 8, 2021, in the Eastern District of Washington and elsewhere,  
10 Defendant and his spouse devised and intended to devise a scheme to defraud the  
11 SBA, and to obtain money and property by means of materially false and  
12 fraudulent pretenses, representations, and promises. On or about September 11,  
13 2020, Defendant and his spouse opened a joint checking account ending in 9587 at  
14 Capital One Bank, National Association ("Defendant's Joint Capital One Checking  
15 Account"). On or about March 1, 2021, Defendant and his spouse opened a  
16 performance savings account ending in 6375 at Capital One Bank, National  
17 Association ("Defendant's Joint Capital One Savings Account").

18       As part of the fraudulent scheme, on or about March 16, 2021, Defendant's  
19 spouse submitted an application for PPP loan number 5015588605 to the SBA  
20 containing material falsities which Defendant's spouse certified were true and  
21 correct to the best of her knowledge, under penalty of perjury and of other criminal  
22 penalties for false information. On or about March 31, 2021, as a result of the  
23 fraudulent scheme, and the materially false and fraudulent information supplied by  
24 Defendant's spouse, Fountainhead SBF, LLC, acting on a delegated basis from  
25 SBA, disbursed \$20,833 in SBA PPP funding into Defendant's Joint Capital One  
26 Checking Account. As part of the fraudulent scheme, on or about August 26,  
27 2021, Defendant's spouse fraudulently requested loan forgiveness of the entire PPP  
28 loan amount.

1       On or about March 23, 2021, Defendant submitted an application for PPP  
2 loan number 1741018703 to the SBA in the name of his purportedly active  
3 company in his own name, that is, "Stephen Murphy." Defendant falsely and  
4 fraudulently stated in the application for PPP loan number 1741018703 that his  
5 purported business had earned \$100,000 in gross income in calendar year 2020,  
6 and that its average monthly payroll was \$8,333.33. Based on that information,  
7 Defendant requested a PPP loan for the purported business in the amount of  
8 \$20,833.

9       Defendant certified that the information in the application was true and  
10 correct to the best of his knowledge, under penalty of perjury and of other criminal  
11 penalties for false information. These representations were materially false and  
12 fraudulent. Neither Defendant nor his purported business had gross income of  
13 \$100,000 in calendar 2020. Accordingly, neither the purported business nor  
14 Defendant were eligible for any PPP funding.

15       On or about April 14, 2021, as a result of the fraudulent scheme and the  
16 materially false and fraudulent information supplied by Defendant, Harvest Small  
17 Business Finance, LLC, acting on a delegated basis for the SBA, disbursed  
18 \$20,833 into Defendant's Joint Capital One Savings Account. As part of the  
19 fraudulent scheme, on or about that same day, April 14, 2020, \$20,000 of the  
20 fraudulently obtained funds were transferred into Defendant's Joint Capital One  
21 Checking Account. As part of the fraudulent scheme, on or about September 8,  
22 2021, Defendant fraudulently requested loan forgiveness of the entire PPP loan  
23 amount.

24       As part of the fraudulent scheme, on or about April 12, 2021, Defendant's  
25 spouse submitted an application for PPP loan number 3419228806 to the SBA  
26 containing material falsities which Defendant's spouse certified were true and  
27 correct to the best of her knowledge, under penalty of perjury and of other criminal  
28 penalties for false information. On or about April 28, 2021, as a result of the

1 fraudulent scheme and the materially false and fraudulent information supplied by  
 2 Defendant's spouse, Fountainhead SBF, LLC, acting on a delegated basis for the  
 3 SBA, disbursed \$20,833 into Defendant's Joint Capital One Checking Account.  
 4 On or about August 26, 2021, as a result of the fraudulent scheme, Defendant's  
 5 spouse fraudulently requested loan forgiveness of the entire PPP loan amount.

6       8.     The United States' Agreements

7       The United States Attorney's Office for the Eastern District of Washington  
 8 agrees that at the time of sentencing, the United States will move to dismiss Counts  
 9 1 through 6 of the Indictment filed on July 19, 2022, which charge Defendant with  
 10 Wire Fraud in violation of 18 U.S.C. § 1343.

11       The United States Attorney's Office for the Eastern District of Washington  
 12 agrees not to bring additional charges against Defendant based on the criminal  
 13 activity set forth in this Plea Agreement that arises out of Defendant's conduct  
 14 involving illegal activity charged or identified as a result of this investigation,  
 15 unless Defendant breaches this Plea Agreement before sentencing. Nothing in this  
 16 agreement is intended to release any liability arising under Title 26, United States  
 17 Code (Internal Revenue Code).

18       9.     United States Sentencing Guidelines Calculations

19       Defendant understands and acknowledges that the United States Sentencing  
 20 Guidelines ("U.S.S.G." or "Guidelines") apply and that the Court will determine  
 21 Defendant's advisory range at the time of sentencing, pursuant to the Guidelines.  
 22 The United States and Defendant agree to the following Guidelines calculations.

23       a.     Base Offense Level

24       The United States and the Defendant agree that the base offense level for  
 25 False, Fictitious, or Fraudulent Claims, in violation of 18 U.S.C. § 287, is 6.  
 26 U.S.S.G. § 2B1.1(a)(2).

27       b.     Special Offense Characteristics

1        The United States and the Defendant agree that Defendant's base offense  
2 level is increased by 6 levels because the loss amount was more than \$40,000, but  
3 less than \$95,000. See U.S.S.G. § 2B1.1(b)(1)(D). The parties are not aware of  
4 any other specific offense characteristics that apply

5                    c. Acceptance of Responsibility

6        The United States will recommend that Defendant receive a downward  
7 adjustment for acceptance of responsibility, pursuant to U.S.S.G. § 3E1.1(a), if  
8 Defendant does the following:

- 9                    i.        accepts this Plea Agreement;
- 10                   ii.        enters a guilty plea on or before November 22, 2022;
- 11                   iii.       demonstrates recognition and affirmative acceptance of  
12                      Defendant's personal responsibility for Defendant's  
13                      criminal conduct;
- 14                   iv.        provides complete and accurate information during the  
15                      sentencing process; and
- 16                   v.        does not commit any obstructive conduct.

17        The United States and Defendant agree that at its option and on written  
18 notice to Defendant, the United States may elect not to recommend a reduction for  
19 acceptance of responsibility if, prior to the imposition of sentence, Defendant is  
20 charged with, or convicted of, any criminal offense, or if Defendant tests positive  
21 for any controlled substance.

22                    d. No Other Agreements

23        The United States and Defendant have no other agreements regarding the  
24 Guidelines or the application of any Guidelines enhancements, departures, or  
25 variances. Defendant understands and acknowledges that the United States is free  
26 to make any sentencing arguments it sees fit, including arguments arising from  
27 Defendant's uncharged conduct, conduct set forth in charges that will be dismissed  
28 pursuant to this Agreement, and Defendant's relevant conduct.

1                   e. Criminal History

2                   The United States and Defendant have no agreement and make no  
3 representations about Defendant's criminal history category, which will be  
4 determined by the Court after the United States Probation Office prepares and  
5 discloses a Presentence Investigative Report.

6                   10. Incarceration

7                   The United States agrees to recommend a sentence at or below the low end  
8 of the Guidelines, as calculated by the Court.

9                   Defendant may recommend any legal sentence.

10                  11. Supervised Release

11                  The United States and Defendant each agree to recommend 3 years of  
12 supervised release. Defendant agrees that the Court's decision regarding the  
13 conditions of Defendant's Supervised Release is final and non-appealable; that is,  
14 even if Defendant is unhappy with the conditions of Supervised Release ordered by  
15 the Court, that will not be a basis for Defendant to withdraw Defendant's guilty  
16 plea, withdraw from this Plea Agreement, or appeal Defendant's conviction,  
17 sentence, or any term of Supervised Release.

18                  The United States and Defendant agree to recommend that in addition to the  
19 standard conditions of supervised release imposed in all cases in this District, the  
20 Court should also impose the following conditions:

21                  a. Defendant will provide financial information and copies of  
22                            federal income tax returns, and allow credit checks, at the  
23                            direction of the United States Probation Office;

24                  b. Defendant shall disclose all assets and liability to the United  
25                            States Probation Office and shall not transfer, sell, give away,  
26                            or otherwise convey or secret any asset, without the advance  
27                            approval of the United States Probation Office;

c. Defendant is prohibited from incurring any new debt, opening new lines of credit, or enter any financial contracts or obligations without the prior approval of the United States Probation Office; and

d. Defendant shall participate in and complete financial counseling and life skills programs at the direction of the United States Probation Office.

## 12. Criminal Fine

The parties agree to recommend no additional criminal fine.

### 13. Mandatory Special Penalty Assessment

Defendant agrees to pay the \$100 mandatory special penalty assessment to the Clerk of Court for the Eastern District of Washington, pursuant to 18 U.S.C. § 3013.

## 14. Restitution

The United States and Defendant agree that restitution is appropriate and mandatory, without regard to Defendant's economic situation, to identifiable victims who have suffered physical injury or pecuniary loss, pursuant to 18 U.S.C. §§ 3663A, 3664.

Pursuant to 18 U.S.C. § 3663(a)(3), Defendant voluntarily agrees to pay restitution for all losses caused by Defendant's individual conduct, in exchange for the United States not bringing additional potential charges, regardless of whether counts associated with such losses will be dismissed as part of this Plea Agreement. With respect to restitution, the United States and Defendant agree to the following:

a. Restitution Amount and Interest

The United States and Defendant stipulate and agree that, pursuant to 18 U.S.C. §§ 3663, 3663A and 3664, the Court should order restitution in an amount of at least \$62,499, which consists of at least \$20,833 for PPP Loan #5015588605.

1 at least \$20,833 for PPP Loan #1741018703, and at least \$20,833 for PPP Loan  
 2 #3419228806, and that any interest on this restitution amount, if any, should be  
 3 waived. Defendant's restitution obligation shall be entered jointly and severally  
 4 with co-Defendant Stephanie Brock Murphy for the full amount of the restitution  
 5 ordered at sentencing. The United States reserves the right to request additional  
 6 restitution for the amounts owed to SBA related to these three PPP Loans,  
 7 including but not limited to, loan origination fees, recording fees, accrued interest,  
 8 and other loan costs.

9                   b. Payments

10                  To the extent restitution is ordered, the United States and Defendant agree  
 11 that the Court will set a restitution payment schedule based on Defendant's  
 12 financial circumstances. 18 U.S.C. § 3664(f)(2), (3)(A). Regardless, Defendant  
 13 agrees to pay not less than 10% of Defendant's net monthly income towards  
 14 restitution.

15                   c. Treasury Offset Program and Collection

16                  Defendant understands the Treasury Offset Program ("TOP") collects  
 17 delinquent debts owed to federal agencies. If applicable, the TOP may take part or  
 18 all of Defendant's federal tax refund, federal retirement benefits, or other federal  
 19 benefits and apply these monies to Defendant's restitution obligations. 26 U.S.C.  
 20 § 6402(d); 31 U.S.C. § 3720A; 31 U.S.C. § 3716.

21                  Defendant understands that the United States may, notwithstanding the  
 22 Court-imposed payment schedule, pursue other avenues to ensure the restitution  
 23 obligation is satisfied, including, but not limited to, garnishment of available funds,  
 24 wages, or assets. 18 U.S.C. §§ 3572, 3613, and 3664(m).

25                  Nothing in this acknowledgment shall be construed to limit Defendant's  
 26 ability to assert any specifically identified exemptions as provided by law, except  
 27 as set forth in this Plea Agreement.

28                  Until Defendant's fine and restitution obligations are paid in full, Defendant

1 agrees fully to disclose all assets in which Defendant has any interest or over  
 2 which Defendant exercises control, directly or indirectly, including those held by a  
 3 spouse, nominee or third party.

4       Until Defendant's fine and restitution obligations are paid in full, Defendant  
 5 agrees to provide waivers, consents, or releases requested by the U.S. Attorney's  
 6 Office to access records to verify the financial information.

7           d. Notifications and Waivers

8       Defendant agrees to notify the Court and the United States of any material  
 9 change in Defendant's economic circumstances (e.g., inheritances, monetary gifts,  
 10 changed employment, or income increases) that might affect Defendant's ability to  
 11 pay restitution. 18 U.S.C. § 3664(k). Defendant also agrees to notify the United  
 12 States of any address change within 30 days of that change. 18 U.S.C.  
 13 § 3612(b)(1)(F). These obligations cease when Defendant's fine and restitution  
 14 obligations are paid in full.

15       Defendant acknowledges that the Court's decision regarding restitution is  
 16 final and non-appealable; that is, even if Defendant is unhappy with the amount of  
 17 restitution ordered by the Court, that will not be a basis for Defendant to withdraw  
 18 Defendant's guilty plea, withdraw from this Plea Agreement, or appeal  
 19 Defendant's conviction, sentence, or restitution order.

20           15. Payments While Incarcerated

21       If Defendant lacks the financial resources to pay the monetary obligations  
 22 imposed by the Court, Defendant agrees to earn money toward these obligations by  
 23 participating in the Bureau of Prisons' Inmate Financial Responsibility Program.

24           16. Additional Violations of Law Can Void Plea Agreement

25       The United States and Defendant agree that the United States may, at its  
 26 option and upon written notice to the Defendant, withdraw from this Plea  
 27 Agreement or modify its sentencing recommendation if, prior to the imposition of  
 28

1 sentence, Defendant is charged with or convicted of any criminal offense or tests  
2 positive for any controlled substance.

3       17. Waiver of Appeal Rights

4       Defendant understands that Defendant has a limited right to appeal or  
5 challenge Defendant's conviction and the sentence imposed by the Court.

6       Defendant expressly waives all of Defendant's rights to appeal Defendant's  
7 conviction and the sentence the Court imposes.

8       Defendant expressly waives Defendant's right to appeal any fine, term of  
9 supervised release, or restitution order imposed by the Court.

10       Defendant expressly waives the right to file any post-conviction motion  
11 attacking Defendant's conviction and sentence, including a motion pursuant to 28  
12 U.S.C. § 2255, except one based on ineffective assistance of counsel arising from  
13 information not now known by Defendant and which, in the exercise of due  
14 diligence, Defendant could not know by the time the Court imposes sentence.

15       Nothing in this Plea Agreement shall preclude the United States from  
16 opposing any post-conviction motion for a reduction of sentence or other attack  
17 upon the conviction or sentence, including, but not limited to, writ of habeas  
18 corpus proceedings brought pursuant to 28 U.S.C. § 2255.

19       18. Compassionate Release

20       In consideration for the benefits Defendant is receiving under the terms of  
21 this Plea Agreement, Defendant expressly waives Defendant's right to bring any  
22 motion for Compassionate Release other than a motion arising from one of the  
23 specific bases set forth in this paragraph of this Plea Agreement. The United States  
24 retains the right to oppose, on any basis, any motion Defendant files for  
25 Compassionate Release.

26       The only bases on which Defendant may file a motion for Compassionate  
27 Release in the Eastern District of Washington are the following:

28       a. Medical Condition of Defendant

- 1       i.     Defendant is suffering from a terminal illness (i.e., a  
2           serious and advanced illness with an end of life  
3           trajectory). A specific prognosis of life expectancy (i.e.,  
4           a probability of death within a specific time period) is not  
5           required. Examples include metastatic solid-tumor  
6           cancer, amyotrophic lateral sclerosis (ALS), end-stage  
7           organ disease, and advanced dementia; or
- 8       ii.    Defendant is suffering from a serious physical or medical  
9           condition, a serious functional or cognitive impairment,  
10          or deteriorating physical or mental health because of the  
11          aging process that substantially diminishes the ability of  
12          the defendant to provide self-care within the environment  
13          of a correctional facility and from which Defendant is not  
14          expected to recover.

15       b.    Age of Defendant

- 16       i.     Defendant is at least 65 years old, is experiencing a  
17           serious deterioration in physical or mental health because  
18           of the aging process; and has served at least 10 years or  
19           75 percent of Defendant's term of imprisonment,  
20           whichever is less; or
- 21       ii.    Defendant is at least 70 years old and has served at least  
22           30 years in prison pursuant to a sentence imposed under  
23           18 U.S.C. § 3559(c) for the offense or offenses for which  
24           Defendant is imprisoned.

25       c.    Family Circumstances

- 26       i.     The caregiver of Defendant's minor child or children has  
27           died or become incapacitated, and Defendant is the only

1 available caregiver for Defendant's minor child or  
2 children; or

3 ii. Defendant's spouse or registered partner has become  
4 incapacitated, and Defendant is the only available  
5 caregiver for Defendant's spouse or registered partner.

6 d. Subsequent Reduction to Mandatory Sentence

7 i. Defendant pleaded guilty to an offense which, on the date  
8 of Defendant's guilty plea, carried a mandatory minimum  
9 sentence; and

10 ii. after the entry of judgment, the length of the mandatory  
11 minimum sentence for Defendant's offense of conviction  
12 was reduced by a change in the law; and

13 iii. the application of the reduced mandatory minimum  
14 sentence would result in Defendant receiving a lower  
15 overall sentence.

16 e. Ineffective Assistance of Counsel

17 i. Defendant seeks Compassionate Release based on a  
18 claim of ineffective assistance of counsel arising from  
19 information that Defendant both

20 1. did not know at the time of Defendant's guilty  
21 plea, and

22 2. could not have known, in the exercise of due  
23 diligence, at the time the Court imposed sentence.

24 19. Withdrawal or Vacatur of Defendant's Plea

25 Should Defendant successfully move to withdraw from this Plea Agreement  
26 or should Defendant's conviction be set aside, vacated, reversed, or dismissed  
27 under any circumstance, then:

28 a. this Plea Agreement shall become null and void;

- b. the United States may prosecute Defendant on all available charges;
- c. The United States may reinstate any counts that have been dismissed, have been superseded by the filing of another charging instrument, or were not charged because of this Plea Agreement; and
- d. the United States may file any new charges that would otherwise be barred by this Plea Agreement.

The decision to pursue any or all of these options is solely in the discretion of the United States Attorney's Office.

Defendant agrees to waive any objections, motions, and/or defenses Defendant might have to the United States' decisions to seek, reinstate, or reinitiate charges if a count of conviction is withdrawn, set aside, vacated, reversed, or dismissed, including any claim that the United States has violated Double Jeopardy.

Defendant agrees not to raise any objections based on the passage of time, including but not limited to, alleged violations of any statutes of limitation or any objections based on the Speedy Trial Act or the Speedy Trial Clause of the Sixth Amendment.

## 20. Integration Clause

The United States and Defendant acknowledge that this document constitutes the entire Plea Agreement between the United States and Defendant, and no other promises, agreements, or conditions exist between the United States and Defendant concerning the resolution of the case.

This Plea Agreement is binding only on the United States Attorney's Office for the Eastern District of Washington, and cannot bind other federal, state, or local authorities.

1 The United States and Defendant agree that this Agreement cannot be  
2 modified except in a writing that is signed by the United States and Defendant.

3 Approvals and Signatures

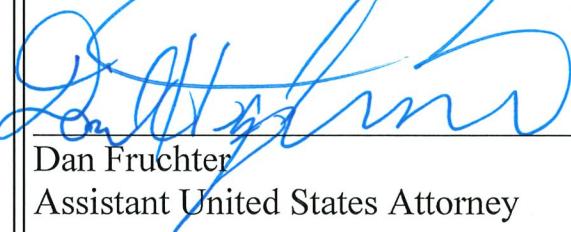
4 Agreed and submitted on behalf of the United States Attorney's Office for  
5 the Eastern District of Washington.

6 Vanessa R. Waldref  
7 United States Attorney

8   
9 Tyler H.L. Tornabene  
10 Assistant United States Attorney

11   
12 11-22-22

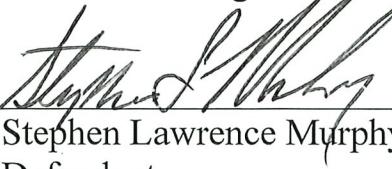
13 Date

14   
15 Dan Fruchter  
16 Assistant United States Attorney

17 11/22/22

18 Date

19 I have read this Plea Agreement and I have carefully reviewed and discussed  
20 every part of this Plea Agreement with my attorney. I understand the terms of this  
21 Plea Agreement. I enter into this Plea Agreement knowingly, intelligently, and  
22 voluntarily. I have consulted with my attorney about my rights, I understand those  
23 rights, and I am satisfied with the representation of my attorney in this case. No  
24 other promises or inducements have been made to me, other than those contained  
25 in this Plea Agreement. No one has threatened or forced me in any way to enter  
26 into this Plea Agreement. I agree to plead guilty because I am guilty.

27   
28 Stephen Lawrence Murphy  
Defendant

29 11-22-2022

30 Date

31 I have read the Plea Agreement and have discussed the contents of the  
32 agreement with my client. The Plea Agreement accurately and completely sets

1 forth the entirety of the agreement between the parties. I concur in my client's  
2 decision to plead guilty as set forth in the Plea Agreement. There is no legal  
3 reason why the Court should not accept Defendant's guilty plea.

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6 Robert M. Seines  
7 Attorney for Defendant

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